alleged only that the enforcement of the rule complained of would so disorganize the schools that taxes would be dissipated without adequate return. Though taxpayers' bills are numerous in Illinois they have heretofore been based on a certain injury to the taxpayer. *Board of Education* v. *Arnold*, 112 Ill. 11; *Martin* v. *Jamison*, 39 Ill. App. 248. See *Fitzgerald* v. *Harms*, 92 Ill. 372, 375. While the Chicago teachers have gained a temporary advantage over a blundering school board, the entrance of a court of equity into the field is unfortunate.

SURETYSHIP — SURETY'S DEFENSES — BANK'S FAILURE TO SET OFF CLAIM AGAINST PRINCIPAL DEBTOR. — An accommodation note was indorsed to the plaintiff bank at which it was made payable. The bank with knowledge of the accommodation permitted the accommodated indorser to withdraw deposits made after the maturity of the note and sufficient to cover it. It now sues the accommodation maker. *Held*, that it cannot recover. *Tatum* v. *Bank*, 69 So. 508 (Ala.).

At common law, the holder of a bill or note who has knowledge of the suretyship of one party for another has a duty of equitable conduct toward the surety, on pain of discharging him. *Laxton* v. *Peat*, 2 Campb. 185; *Ewin* v. *Lancaster*, 6 B. & S. 571; *Valley Nat. Bank* v. *Meyers*, 17 N. B. R. 257. In some states it is a breach of that duty for a bank which holds accommodation paper to permit the accommodated party to withdraw sums on deposit at or after maturity of the instrument. *McDowell* v. *Bank*, 1 Harrington (Del.) 369, 382, 383; *Pursifull* v. *Bank*, 97 Ky. 154, 30 S. W. 203. See 2 MORSE, BANKS AND BANKING, 4 ed., § 563; 9 HARV. L. REV. 146. But, by the weight of authority, the surety is not discharged by a mere failure to retain such deposits, as he would be if the bank released a mortgage or pledge to which he might be subrogated. *Glazier* v. *Douglass*, 32 Conn. 393; *Davenport* v. *Bank*, 126 Ga. 136, 54 S. E. 977; *Citizens' Bank* v. *Booze*, 75 Mo. App. 189. Whether the right is regarded as a lien, as in the principal case, or as a set-off, it is well settled that the surety cannot be subrogated to the right of the bank to retain the deposit. See *Davenport* v. *Bank*, *supra*, 146; *Pursifull* v. *Bank*, *supra*. See SHELDON, SUBROGATION, § 124. But, although no right of subrogation is destroyed, the bank, by failing to exercise its right of set-off, which would have afforded a simpler means of satisfying the debt than would be afforded by a pledge, mortgage, or lien, has prejudiced the surety's interests as much as if it had surrendered a security on which it held a specific lien. *McDowell* v. *Bank*, *supra*; *Pursifull* v. *Bank*, *supra*; *Law* v. *East India Co.*, 4 Ves. 824. Under this view it should make no difference whether the deposits were made before or after the maturity of the note. *McDowell* v. *Bank*, *supra*; *Bank of Taylorville* v. *Hardesty*, 91 S. W. 729 (Ky.). See *Davenport* v. *Bank*, *supra*, 144. *Cf. People's Bank* v. *Legrand*, 103 Pa. St. 309; *Commercial Bank* v. *Heninger*, 105 Pa. St. 496. And it is also immaterial whether the principal debtor is maker or indorser, provided the real relationship between the parties is known to the bank. *Ewin* v. *Lancaster*, *supra*; *Guild* v. *Butler*, 127 Mass. 386. Accordingly, the principal case seems correct in holding that the bank should be compelled to make the set-off against the account of the depositor. The court did not have to decide whether the Negotiable Instruments Law would affect the correctness of this result, because the statute of the sister state where the note was payable was not pleaded.

TAXATION — CONSTITUTIONAL RESTRICTION: UNIFORMITY — MORTGAGE REGISTRY TAX. — A Kansas statute imposed a tax on mortgages when recorded, making those not recorded unenforceable, and exempting those recorded from the general property tax. The former small registry fee was also continued. *Held*, that the tax violates the constitutional requirement of "a